



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 7**

11201 Renner Boulevard  
Lenexa, Kansas 66219

**SEP 01 2016**

**CERTIFIED MAIL**

**RETURN RECEIPT REQUESTED**

Article Number: 7014 1200 0000 6126 3830

Ms. Shari Klika  
Waste and Remediation Manager  
Bemis Company, Inc.  
Three Neenah Center  
Neenah, Wisconsin 54956

RE: Letter of Agreement for Corrective Action Work  
Bemis Company, Inc.  
Des Moines, Iowa  
EPA ID No. IAD001818327

Dear Ms. Klika:

The U.S. Environmental Protection Agency, Region 7, is providing this letter to outline its expectations regarding the implementation of the corrective action selected by the EPA for the above-referenced facility.

Groundwater Monitoring Program. This letter confirms the EPA's receipt and approval of the outline of Groundwater Monitoring Program submitted by Bemis on or about June 3, 2016, (enclosed). The enclosed program defines the scope of groundwater sampling to be conducted using procedures in the April 2013 Groundwater Sampling Quality Assurance Plan. Please provide to the EPA within 30 days of your receipt of this letter, a schedule to conduct the groundwater sampling program, including the dates for annual submittal of cost estimate and financial assurance documentation.

Cost Estimate. Bemis has provided and the EPA approves herein the enclosed cost estimate to conduct the corrective action work outlined in the Groundwater Monitoring Program.

Financial Assurance. The EPA is in the process of reviewing a letter of credit to provide financial assurance for the corrective action work. Within 30 days of receipt of this letter, Bemis shall submit to the EPA for review and approval a standby trust that is required when a letter of credit is used as financial assurance.

Within 60 days of the EPA approval of the language for the letter of credit and standby trust, Bemis will submit a copy of the agreed-upon instrument to the EPA in the amount approved by the EPA. An annual update of the cost estimate and financial assurance documentation shall be provided to the EPA for the



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duration of the Groundwater Monitoring Program. The cost estimate will either be recalculated based on current cost and current scope of the project or adjusted for inflation.

Any future change in financial assurance shall be in the form of either a surety bond with a standby trust fund, a letter of credit with a standby trust fund, or a trust fund funded for the entire amount of the cost-estimate. The EPA may not be listed as a beneficiary of the instrument and therefore, the financial instrument should designate a third party beneficiary to take over the work in the event of a default by Bemis. The EPA will work with Bemis to develop appropriate language for the financial assurance instrument with a third party beneficiary.

Well Decommissioning. This letter provides approval for Bemis to decommission monitoring wells not listed on the enclosed Groundwater Monitoring Program for the purpose of sampling or determination of groundwater flow direction. Following receipt of the EPA approval that project criteria have been met for a specific groundwater monitoring program well, Bemis may submit a request to decommission that monitoring well to the EPA. Upon written approval to proceed by the EPA, the well may be decommissioned.

Environmental Covenant. The EPA has enclosed an environmental covenant pursuant to Iowa's Uniform Environmental Covenant Act. Through this environmental covenant, appropriate activity and use limitations may be placed on the facility. If Bemis has any comments on this environmental covenant, it shall submit those comments to the EPA within 30 days of its receipt of this letter. If Bemis has no comments, please have the covenant executed by an appropriate representative of Bemis and return the signed environmental covenant to the EPA within 30 days of Bemis' receipt of this letter. Following EPA's execution of the environmental covenant, the EPA will return the covenant to Bemis for recording.

Order Termination. Pursuant to Section XXV of the Administrative Order (EPA Docket No. VII-91-H-0021) ("the RFI/CMS Order") entered into by and between American National Can Company and the EPA, the EPA has determined that the terms of the RFI/CMS Order have been satisfactorily completed and upon Bemis' receipt of a signed copy of this letter, the RFI/CMS Order shall be considered terminated.

Deliverables. All submissions required by this letter shall be directed to the EPA's project coordinator:

Mary Grisolano  
U.S. EPA Region 7  
AWMD/WRAP  
11201 Renner Boulevard  
Lenexa, Kansas 66219  
grisolano.mary@epa.gov

Please note, that in an effort to expedite corrective measure implementation, the EPA is offering Bemis the opportunity to address CMI through a voluntary process rather than through the issuance by the EPA of an Order. If Bemis declines this voluntary approach, or if the process and time-lines set forth in this letter are not adhered to by Bemis, the EPA may revoke this voluntary process and proceed with traditional enforcement.

If you have any questions, please contact Ms. Grisolano at the email address provided above, or by calling (913) 551-7657. The EPA appreciates Bemis' cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Donald Lininger', with a long horizontal flourish extending to the right.

Donald Lininger, CHMM  
Chief, Waste Remediation and Permitting Branch  
Air and Waste Management Division

Enclosures

cc: Amie Davidson, IDNR (enclosures)





**OUTLINE OF GROUNDWATER MONITORING PROGRAM  
CURWOOD, INC. FACILITY – DES MOINES, IOWA (IAD001818327)**

|                                |   |
|--------------------------------|---|
| <b>Monitoring Objectives:</b>  | <p><u>Perimeter:</u> Demonstrate total arsenic concentrations in selected perimeter monitoring wells are equal to or below the MCL (10 µg/L).</p> <p><u>Source:</u> Demonstrate total arsenic concentrations in selected source area monitoring wells are not increasing.</p>   |
| <b>Monitoring Network:</b>     | <p><b>Northeast Area</b><br/> Perimeter Wells: MD5, MW-10A, and MW-20A.<br/> Source Well: MW-3.<br/> Gauging Location: MW-8A (not sampled, water level gauging only).</p> <p><b>Southwest Area</b><br/> Perimeter Wells: MW-16A and MW-17A.<br/> Source Well: MW-14A.<br/> Gauging Location: MW-19A (not sampled, water level gauging only).</p> <p>All monitoring wells not listed above to be abandoned at start of monitoring program: MD-1, MD-6, MW-1, MW-2C, MW-5, MW-7A, MW-9A, MW-10B, MW-11A, MW-13B, MW-15A, MW-16B, and MW-21A.</p>  |
| <b>Laboratory Analyte:</b>     | Arsenic, total (unfiltered).  |
| <b>Frequency and Duration:</b> | Semiannual monitoring for three to five years with a minimum of eight samples for each well (not including duplicate sample results). See Data Evaluation below.  |
| <b>Methodology:</b>            | Field sampling methods and arsenic laboratory analysis as described in April 2013 Groundwater Sampling Quality Assurance Plan.  |
| <b>Data Evaluation:</b>        | <p><u>Perimeter:</u> After the collection of eight rounds of groundwater monitoring data, an appropriate statistical test will be selected to calculate the 95 percent upper confidence limit (UCL) of the true mean concentration for arsenic at each perimeter well using the data collected as part of this monitoring program plus the 2013/2014 data (excluding duplicate sample results). The 95 percent UCL of the true mean concentration of arsenic at each perimeter well will be compared to the arsenic MCL (10 µg/L). Arsenic will be determined to be compliant at a perimeter well if the 95 percent UCL of the true mean concentration is equal to or less than the arsenic MCL. If compliance is not demonstrated through the first test, statistical testing will be conducted annually following the fourth and fifth year of monitoring. Groundwater monitoring will be terminated at individual monitoring wells once compliance is demonstrated at a given well.</p> <p><u>Source Area:</u> After the collection of eight rounds of groundwater monitoring data from the selected wells collected as part of this monitoring program plus the 2013/2014 data (excluding duplicate sample results), the data will be used to statistically evaluate concentration trends with the Mann-Kendall or other statistical test. If the data show total arsenic concentrations are not increasing at the 95 percent confidence level, the source will be considered stable, and the monitoring will be terminated. If stability is not demonstrated through the first test, statistical testing will be conducted annually following the fourth and fifth year of monitoring.</p> |

**OUTLINE OF GROUNDWATER MONITORING PROGRAM  
CURWOOD, INC. FACILITY – DES MOINES, IOWA (IAD001818327)**

|                                   |  |
|-----------------------------------|--|
| <b>Termination of Monitoring:</b> | If the data show total arsenic concentrations meet the criteria described above, the monitoring will be terminated and all site monitoring wells will be properly plugged/abandoned, following receipt of written EPA approval.  |
| <b>Reporting:</b>                 | <p>A monitoring report will be submitted annually to EPA, summarizing the findings of the groundwater monitoring program. The annual report will report will include the following information:</p> <ul style="list-style-type: none"> <li>• Copies of the laboratory analytical reports for data obtained during the reporting period.</li> <li>• Tabulated total arsenic data from 2013 through the most recent monitoring data.</li> <li>• Information on the integrity of monitoring wells, including calculation of well screen occlusion.</li> <li>• Groundwater flow direction maps for the monitoring events conducted during the reporting period.</li> <li>• When eight rounds of data are available for a well, the facility may submit results of statistical analysis for perimeter and source area wells. The analysis should include an interpretation of the data as to whether it meets project criteria, and request to cease sampling from a well, if appropriate.</li> </ul> <p>Upon EPA approval, individual well sampling may be discontinued and the well decommissioned.</p> |



## Memorandum

To: Shari Klika, Bemis Company, Inc.

Ref. No.: 11111346

*KGA*

From: Kevin Armstrong/hs/1

Date: June 13, 2016

cc: Paul Kubicek, Bemis Company, Inc.  
Fraser Thomson, Rio Tinto Alcan

Re: **Cost Estimate for Groundwater Monitoring  
Bemis North America – Des Moines, Iowa (IAD001818327)**

The attached financial assurance cost estimate has been prepared for implementation of the 5-year groundwater monitoring program, as described in the June 3, 2016 draft outline of the groundwater monitoring program for the above-referenced facility.

The groundwater monitoring cost estimate will be updated annually to reflect completion of the prior year of groundwater monitoring. The cost estimate will also be updated by applying the inflation factor to the previous cost estimates (less the reduction in remaining scope) as described in 40 CFR §264.144(b).

Table 1

**Groundwater Monitoring Cost Estimate  
Bemis North America - Des Moines, Iowa**

| <b>Task</b>                                       | <b>Annual Cost<br/>for Semiannual<br/>Groundwater Monitoring</b> | <b>Cost Estimate</b> |
|---|--|----------------------|
| Semiannual Groundwater Monitoring                 | \$9,600  | \$48,000             |
| Annual Report                                     | \$5,600  | \$28,000             |
| Well Decommissioning after Closeout of Monitoring | -  | \$11,000             |
| <b>TOTAL</b>                                      | <b>\$15,200</b>  | <b>\$87,000</b>      |

**Notes:**

EPA Identification Number: IAD001818327  
 Current Year: 2016  
 Number of years remaining: 5  
 Date Estimate Completed: June 10, 2016  
 Estimate Prepared by GHD.

**Assumptions:****Semiannual Groundwater Monitoring**

Semiannual groundwater sampling using low flow sampling methods. Seven monitoring well samples, one duplicate, one matrix spike/matrix spike duplicate, and one equipment/field blank.

Includes travel and on-site time to complete gauging of 9 wells, sampling and equipment decontamination (7 wells), and sample preparation for the sample crew.

Equipment and supplies (pumps, pump controller, compressed gas, multiparameter meter, and supplies).

Laboratory analyte: Total arsenic.

**Annual Report**

A monitoring report will be submitted annually to EPA, summarizing the findings of the monitoring program.

The annual report will include the following information:

Copies of the laboratory analytical reports for data obtained during the reporting period.

Tabulated total arsenic data from 2013 through the most recent monitoring data.

Information on the integrity of monitoring wells, including calculation of well screen occlusion.

Groundwater flow direction maps for the monitoring events conducted during the reporting period.

When eight rounds of data are available for a well, the facility may submit results of statistical analysis for perimeter and source area wells. The analysis will include an interpretation of the data as to whether it meets project criteria, and request to cease sampling from a well, if appropriate.

**Well Decommissioning**

Includes abandonment of 9 monitoring wells. Also includes completion of IDNR well plugging forms and associated reporting to EPA.



Table 2

**Cost Details for  
Financial Assurance Cost Estimate for Groundwater Monitoring  
Bemis North America - Des Moines, Iowa**

|                                   |        |              | TASK 1                                      |                 | TASK 2        |                 | TASK 3                     |                  |
|-----------------------------------|--------|--------------|---|-----------------|---------------|-----------------|----------------------------|------------------|
|                                   |        |              | Seniannual Groundwater Monitoring (1 event) |                 | Annual Report |                 | Well Abandonment (9 wells) |                  |
| GHD Labor                         |        |              |   |                 |               |                 |                            |                  |
| Billing Category                  |        | Billing Rate | Hours                                       | Labor Cost      | Hours         | Labor Cost      | Hours                      | Labor Cost       |
| Hydrogeologist/Engineer - Level D |        | \$ 150.00    | 4   | \$ 600          | 16            | \$ 2,400        | 2                          | \$ 300           |
| Hydrogeologist/Engineer - Level B |        | \$ 119.00    | 16  | \$ 1,904        | 12            | \$ 1,428        | 10                         | \$ 1,190         |
| Safety Professional - Level D     |        | \$ 144.00    | 1   | \$ 144          |               | \$ -            |                            | \$ -             |
| Environmental Chemist - Level C   |        | \$ 133.00    | 1   | \$ 133          | 6             | \$ 798          |                            | \$ -             |
| CAD Technician - Level C          |        | \$ 93.00     |   | \$ -            | 4             | \$ 372          |                            | \$ -             |
| Administrative Support            |        | \$ 70.00     | 2   | \$ 140          | 4             | \$ 280          | 2                          | \$ 140           |
| <b>Subtotals</b>                  |        |              | <b>24</b>                                   | <b>\$ 2,921</b> | <b>42</b>     | <b>\$ 5,278</b> | <b>14</b>                  | <b>\$ 1,630</b>  |
| Other Direct Costs                |        |              |   |                 |               |                 |                            |                  |
| Line Item                         | Markup | Unit         | Cost  | Extended        | Cost          | Extended        | Cost                       | Extended         |
| IT Charges (\$4.50/labor hour)    | 0%     | Cost         | \$ 108                                      | \$ 108          | \$ 189        | \$ 189          | \$ 63                      | \$ 63            |
| Vehicle Mileage/Charges           | 0%     | Cost         | \$ 214                                      | \$ 214          |               | \$ -            | \$ 134                     | \$ 134           |
| Per Diem                          | 0%     | Cost         | \$ 60                                       | \$ 60           |               | \$ -            | \$ 30                      | \$ 30            |
| Field Equipment                   | 10%    | Cost         | \$ 750                                      | \$ 825          |               | \$ -            | \$ 75                      | \$ 83            |
| Field Supplies                    | 10%    | Cost         | \$ 150                                      | \$ 165          |               | \$ -            | \$ 100                     | \$ 110           |
| Office Supplies                   | 10%    | Cost         |   | \$ -            | \$ 50         | \$ 55           |                            | \$ -             |
| <b>Subtotals</b>                  |        |              |   | <b>\$ 1,372</b> |               | <b>\$ 244</b>   |                            | <b>\$ 420</b>    |
| Subcontractors                    |        |              |   |                 |               |                 |                            |                  |
| Subcontractors                    | Markup | Unit         | Cost  | Extended        | Cost          | Extended        | Cost                       | Extended         |
| Laboratory                        | 10%    | Cost         | \$ 143                                      | \$ 157          |               | \$ -            |                            | \$ -             |
| Driller                           | 10%    | Cost         |   | \$ -            |               | \$ -            | \$ 8,100                   | \$ 8,910         |
| IDW Disposal                      | 10%    | Cost         | \$ 250                                      | \$ 275          |               | \$ -            |                            | \$ -             |
|                                   | 10%    | Cost         |   | \$ -            |               | \$ -            |                            | \$ -             |
| <b>Subtotals</b>                  |        |              |   | <b>\$ 432</b>   |               | <b>\$ -</b>     |                            | <b>\$ 8,910</b>  |
| <b>TOTALS</b>                     |        |              |   | <b>\$ 4,800</b> |               | <b>\$ 5,600</b> |                            | <b>\$ 11,000</b> |



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(ABOVE SPACE RESERVED FOR RECORDER'S USE)

Document Title: Environmental Covenant

Document Date:

Grantor: Bemis Company, Inc.  
One Neenah Center  
Neenah, WI 54956

Grantee: Bemis Company, Inc.  
One Neenah Center  
Neenah, WI 54956

Legal Description: See Exhibit A



## ENVIRONMENTAL COVENANT

This Environmental Covenant (Covenant) is entered into by and between BEMIS COMPANY, INC. as “Grantor” and “Holder,” and the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) as “Agency,” pursuant to Iowa’s Uniform Environmental Covenants Act (Act), Iowa Code sections 455I.1 – 455I.12. Grantor and Holder enter into this Covenant for the purpose of subjecting the property described below to certain activity and use limitations in accordance with the terms and conditions specified herein.

1. **Affected Property.** Grantor is the fee title owner of the property located at 1500 East Aurora Avenue Des Moines, Iowa. The property is legally described on Exhibit A, with figure, as the “Property.”

2. **Risk Management and Institutional Controls.** Grantor has performed a soil and groundwater investigation and risk assessment in accordance with Section 3008(h) of the Resource Conservation and Recovery Act (RCRA). The site assessment identified contaminated conditions on the Property which may present an unreasonable risk to public health and the environment if certain activities occur on the Property. As such, EPA has determined that an environment covenant is necessary to manage the risk of future exposure to the contamination by limiting specified activities at the Property and establishing certain obligations. Documents related to this project are available at EPA Region 7’s Office located at 11201 Renner Blvd., Lenexa Kansas.

3. **Reopening.** The signatories acknowledge that in the event that the activity and use limitations provided below fail to serve their intended purpose—including the prevention of exposure to contamination—EPA could reopen its review and regulatory oversight of the contaminant condition on the Property as provided under this Covenant.

4. **Identity of Grantor and Holder.**

**GRANTOR:** Bemis Company, Inc.

**HOLDER:** Bemis Company, Inc.

**AGENCY:** U.S. Environmental Protection Agency

5. **Representations and Warranties.** Grantor warrants to EPA the following:

- a. Grantor is the sole fee title owner of the Property;
- b. Grantor holds sufficient fee title to the Property to grant the rights and interests described in this Covenant free of any conflicting legal and equitable claims.

6. **Running with the Land.** This Covenant is perpetual and runs with the Property as provided in IC § 455I.9 until modified or terminated. The terms of this Covenant are binding on Grantor and all successors in interest, assigns and all transferees acquiring or owning any right, title, lien, or interest in the Property and its successors, assigns, grantees, administrators, and devisees. The term “transferee,” as used in this Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, contract buyers, mortgagees, easement holders, and/or lessees.

**7. Activity and Use Limitations and Terms.** The Property is subject to the following activity and use limitations:

- a. The Property shall only be used for industrial or commercial purposes, and the Property specifically shall not be used for residential, childcare, school, playground, athletic field, park, dormitory or nursing home facilities.
- b. Installation of any new groundwater wells on the Property is prohibited, except for wells used for investigative, monitoring and/or remediation purposes approved by EPA.
- c. Groundwater from the shallow unconsolidated soils/units overlying bedrock on the Property shall not be consumed or otherwise used for any purpose, except as approved by EPA.

**8. Notice of Non-Compliance.** Any owner of the Property or subsequent transferee of an interest in the Property shall notify EPA as soon as possible of conditions which would constitute a breach of the activity and use limitations in paragraph seven (7) if they have actual knowledge of these conditions or would reasonably be deemed to have knowledge within the normal course of administration of their property interest.

**9. Notice to Lessees.** Grantor, any holder with a property interest sufficient to grant a lease of the Property, and any subsequent transferee shall incorporate the activity and use limitations of this Covenant either in full or by reference to this instrument in any lease, license, or other instrument granting a right to possession of the Property.

**10. Access to Property.** Reasonable access to the Property is granted to EPA and the Iowa Department of Natural Resources (IDNR) or any authorized representative of EPA or IDNR, for the purpose of implementation, monitoring, or enforcement of this Covenant. EPA or IDNR, its authorized representatives, or other persons entitled to access shall provide the then current owner of the Property with reasonable notice, an explanation of the reasons for entry and the scope of onsite activities prior to access.

**11. Groundwater Hazard Statement Notice.** IC § 558.69 requires submission of a groundwater hazard statement and disclosure if “hazardous waste” exists on property as defined in IC § 455B.411(3) or if IDNR determines that solid waste exists on property that is potentially hazardous. If hazardous waste is present, the groundwater hazard statement must state that the condition is being managed in accordance with IDNR rules. The signatories and all subsequent transferees required to submit a groundwater hazard statement under IC § 558.69 shall make reference to this Covenant in substantially the following form—filling in the blanks with the relevant and applicable details:

THE INTEREST CONVEYED IS SUBJECT TO AN  
ENVIRONMENTAL COVENANT, DATED *(date)*, RECORDED IN  
THE DEED OR OFFICIAL RECORDS OF THE *(county name)*  
COUNTY RECORDER ON *(date)* IN *(document, book and page, or  
parcel number)*.

THE ENVIRONMENTAL COVENANT CONTAINS THE  
FOLLOWING ACTIVITY AND USE LIMITATIONS: *[INSERT the  
activity and use restrictions from section seven (7) here.]*

**12. Modification and Termination.** Modification or termination of this Covenant shall comply with IC chapter 455I and applicable administrative rules. This Covenant may be modified or terminated by written consent from EPA, the then current fee simple title owner, and all original signatories (unless exempted under the provisions of IC § 455I.10(1)“c” in accordance with and subject to the provisions of IC § 455I.10). The termination or modification is not effective until the document evidencing consent of all necessary persons is properly recorded. If not by consent, any modification or termination of this Covenant shall be in accordance with IC § 455I.9 and such additional terms as specified in this Covenant.

**13. Enforcement.** This Covenant may be enforced in a civil action for injunctive or other equitable relief by the signatories and those persons authorized by and in accordance with IC § 455I.11. IDNR (and any successor agencies) is expressly granted the power to enforce this Covenant.

**14. Severability.** If any provision of this Covenant is found to be unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**15. Governing Law.** This Covenant shall be governed by and interpreted in accordance with the laws of the State of Iowa.

**16. Recordation.** Within thirty (30) days after Grantor’s receipt of the fully executed copy of this Covenant, Grantor shall record this Covenant with the Polk County, Iowa Recorder’s Office.

**17. Effective Date.** The effective date of this Covenant shall be the date upon which the fully executed Covenant has been properly recorded with the Polk County, Iowa Recorder’s Office.

**18. Notices.** Unless otherwise notified in writing by EPA, any document or communication required by this environmental covenant shall be submitted to:

|                              |  |
|------------------------------|--|
| <u>If to Grantor/Holder:</u> | Steven J. Price, Associate General Counsel<br>Bemis Company, Inc.<br>One Neenah Center<br>Neenah, WI 54956   |
| <u>If to EPA:</u>            | Director<br>Air and Waste Management Division<br>U.S. Environmental Protection Agency, Region 7<br>11201 Renner Blvd.<br>Lenexa, KS 66219                              |
| <u>If to IDNR:</u>           | Iowa Department of Natural Resources<br>Contaminated Sites Section Supervisor<br>Wallace State Office Building<br>502 E 9 <sup>th</sup> Street<br>Des Moines, IA 50319 |

**19. Notice of Change in Ownership.** Grantor and any holder with sufficient interest to convey a possessory interest in the Property and any subsequent transferee with sufficient interest shall reference and incorporate the terms of this Covenant into any subsequent instrument which conveys a possessory interest in the Property.

**ACKNOWLEDGMENTS**

**GRANTOR/HOLDER**

**Bemis Company, Inc.**

By: \_\_\_\_\_

Printed Name: Sheri H. Edison  
General Counsel & Secretary  
Bemis Company, Inc.  
One Neenah Center  
Neenah, WI 54956

Date: \_\_\_\_\_

STATE OF WISCONSIN                    )  
  )  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me a Notary Public in and for said state, personally appeared Sheri H. Edison, General Counsel of Bemis Company, Inc., a Missouri corporation, known to me to be the person who executed the within Covenant on behalf of said entity and acknowledged to me that he/she executed the same for the purposes therein stated.

\_\_\_\_\_  
Notary Public



**AGENCY:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Becky Weber  
Director  
Air and Waste Management Division  
U.S. Environmental Protection Agency, Region 7  
11201 Renner Boulevard  
Lenexa, Kansas 66219

STATE OF KANSAS                     )  
  )  
COUNTY OF JOHNSON             )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me a Notary Public in and for said state, personally appeared Becky Weber, the Director of the Air and Waste Management of the U.S. Environmental Protection Agency, Region 7, known to me to be the person who executed the within Covenant on behalf of said agency and acknowledged to me that she executed the same for the purposes therein stated.

\_\_\_\_\_  
Notary Public



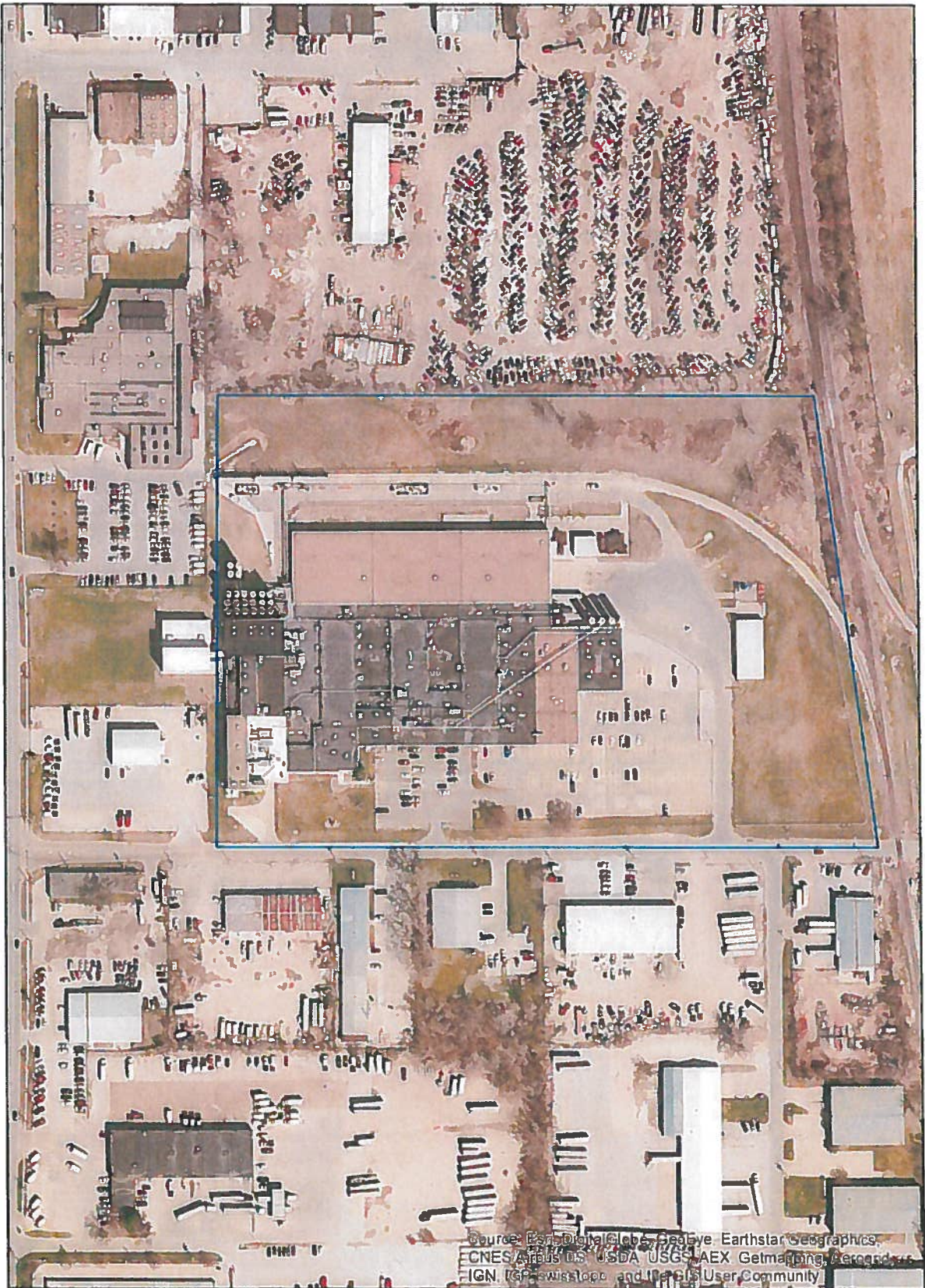
EXHIBIT A

Legal Description

A TRACT OF LAND IN THE SOUTH ½ OF THE NORTHWEST ¼ OF SECTION 24, TOWNSHIP 79 NORTH, RANGE 24 WEST OF THE 5<sup>TH</sup> P.M., POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ¼ CORNER OF SAID SECTION 24; THENCE SOUTH 90°00'00" EAST (ASSUMED FOR PURPOSES OF THIS DESCRIPTION) ALONG THE SOUTH LINE OF SAID NORTHWEST ¼, 349.51 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0°32'03" EAST, 764.69 FEET; THENCE SOUTH 90°00'00" EAST, 1015.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF THE CHICAGO, NORTHWESTERN RAILROAD; THENCE SOUTH 7°42'38" EAST ALONG SAID WESTERLY RIGHT OF WAY 771.63 FEET TO A POINT ON THE SAID SOUTH LINE OF THE NORTHWEST ¼; THENCE NORTH 90°00'00" WEST ALONG SAID SOUTH LINE, 1125.76 FEET TO THE POINT OF BEGINNING AND CONTAINING 18.79 ACRES (818,509 S.F.) MORE OR LESS.

Property Address: 1500 E. Aurora, Des Moines, Iowa



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics,  
CNES/Airbus DS, USDA, USGS, AeroX, Getmapping, Aerocatch,  
IGN, IGP, Swisstopo, and the GIS User Community

Bemis Company, Inc. Facility Outlined in Blue